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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**CERTIFICATION OF KIMBALL OSMARS IN SUPPORT OF LIMITED OBJECTION  
OF SOLAR CARVER 1, LLC AND SOLAR CARVER 3, LLC TO APPROVAL OF SALE  
AND ENTRY OF ORDER AUTHORIZING THE SALE OF DEBTORS' PROPERTY  
FREE AND CLEAR OF ALL CAUSES OF ACTION AND CLAIMS**

Kimball Osmars, of full age, hereby declares under penalty of perjury as follows:

1. I am Chief Operating Officer of Pine Gate Renewables, LLC. All statements set forth herein are based upon personal knowledge and/or upon my review of records maintained by Pine Gate Renewables, LLC in the ordinary course of business.

2. I make this Certification in support of the Limited Objection of Solar Carver 1, LLC

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; (ix) Powin Energy Operating, LLC [6487]; (x) Powin Energy Storage 2, Inc. [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

and Solar Carver 3, LLC, subsidiaries of Pine Gate Renewables, LLC, to approval of sale and entry of order authorizing the sale of Debtor's property free and clear of all causes of action and claims (the "Motion").

3. On February 19, 2021, Powin Energy Corporation (a non-debtor affiliate of the Debtors) and Solar Carver 1, LLC, assignee of Pine Gate EPC, LLC, entered into a Battery Equipment Supply Agreement (the "Rochester Agreement").

4. On February 19, 2021, Powin Energy Corporation and Solar Carver 3, LLC, assignee of Pine Gate EPC, LLC, entered into a Battery Equipment Supply Agreement (the "Tremont Agreement," and together with the Rochester Agreement, the "Agreements").

5. Upon information and belief, prior to the Petition Date, Powin Energy Corporation, transferred and assigned the Agreements to debtor, Powin, LLC ("Powin").

6. The Agreements each provide for the purchase of certain Equipment (defined therein) from Powin and for the delivery, commissioning, warranty, maintenance and servicing of the Equipment by Powin in exchange for additional payments from Solar Carver.

7. Solar Carver 1, LLC and Solar Carver 3, LLC paid, or its predecessor in interest paid, the full invoiced price for the Equipment, inclusive of the invoices for the delivery milestone, but due to delays at the project sites, upon information and belief, Powin delivered the Equipment to one or more warehouses in Massachusetts.

8. Prior to the commencement of the bankruptcy cases, Powin and Solar Carver agreed to a mid-July installation and commissioning of the Equipment. However, as of the filing of the bankruptcy cases, the Equipment has not been commissioned and installed at the intended project sites and remains, upon information and belief, in one or more Massachusetts warehouses.

I declare, under penalty of perjury, that the foregoing factual statements are true and correct to the best of my knowledge, information and belief.

By: /s/ Kimball Osmars  
Kimball Osmars

Dated: August 4, 2025

4922-1389-0393, v. 3